

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple **SBC-13STATE** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from **SBC-13STATE**, unless and until a court, applicable Commission or the FCC rules that ILECs are obligated under the Act to combine UNEs. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network. **SBC-13STATE** shall combine UNEs only to the extent required by the Act and applicable and effective FCC and Commission rules and orders. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company, and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 As used herein, **SBC-13STATE** means the applicable above listed ILECs doing business Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 The prices at which **SBC-13STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commissioned ordered tariff where stated.
- 1.5 **SBC-12STATE** - As used herein, **SBC-12STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.6 **SBC-8STATE** - As used herein, **SBC-8STATE** means an applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Kansas, Missouri, Nevada, Oklahoma, and Texas.

- 1.7 **SBC-7STATE** - As used herein, **SBC-7STATE** means the applicable above listed ILEC(s) doing business in Arkansas, California, Kansas, Missouri, Nevada, Oklahoma, and Texas.
- 1.8 **SBC-SWBT** - As used herein, **SBC-SWBT** means the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.9 **SBC-AMERITECH** - As used herein, **SBC-AMERITECH** means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.10 **SBC-MOKA** - As used herein, **SBC-MOKA** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, and Oklahoma.
- 1.11 **PACIFIC** -As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.
- 1.12 **NEVADA** -As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.
- 1.13 **SNET** -As used herein, **SNET** means the applicable above listed ILEC doing business in Connecticut.

2. GENERAL TERMS AND CONDITIONS

- 2.1 **SBC-13STATE** and CLEC may agree to connect CLEC's facilities with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service. ((Act, Section 251 (c)(2)(B); 47 CFR Section 51.305(a)(2)(vi)).
- 2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs (Act, Section 251(c)(3), Act, and Section 271(c)(2)(B)(ii); 47 CFR Section 51.307(a)):
 - 2.2.1 At any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

- 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));
- 2.2.5 With technical information regarding **SBC-13STATE**'s network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b)).
- 2.2.9 Only to the extent it has been determined that these elements are required by the "necessary" or "impair" standards of the Act as applicable (Act, Section 251 (d)(2)).
- 2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time (47 CFR § 51.309(c)).
- 2.4 **SBC-13STATE** will maintain, repair, or replace UNEs (47 CFR § 51.309(c)) as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself or any subsidiary, affiliate, or other party (47 CFR § 51.311(a), (b)).
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.8 Except as provided herein or in applicable tariffs, **SBC-13STATE** will not connect to or combine UNE's with any non-251 (c)(3) or other **SBC-13STATE** service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as **SBC-13STATE** may elect at its own discretion. **SBC-13STATE** will provide access to UNEs as required by law and only where technically feasible. Where facilities and equipment are not available, **SBC-13STATE** shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, **SBC-13STATE** may agree to provide UNEs, through the Bona Fide Request (BFR) process.

2.9.2 Subject to the terms herein, **SBC-13STATE** is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. **SBC-13STATE** is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to **SBC-13STATE** for future provisioning needs, unless such UNE is disconnected in error. The CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of a CLEC's End User's service.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit **SBC-13STATE** to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. No credit will be allowed for any interruptions involved during such testing and adjustments.

2.9.5 CLEC's use of any **SBC-13STATE** UNE, or of its own equipment or facilities in conjunction with any **SBC-13STATE** network element, will not: (a) materially interfere with service, including the privacy of any communications, or significantly degrade service over any facilities of **SBC-13STATE**, its affiliated companies or its connecting and concurring carriers involved in its services, (b) cause damage to their plant, or (c) create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, **SBC-13STATE** may discontinue or refuse service if CLEC violates this provision, provided that such discontinuance or refusal of service will be limited to CLEC's use of the UNE(s) causing the violation.

- 2.9.6 When a **SBC-13STATE** provided tariffed or resold service is replaced by CLEC's facility based service using any **SBC-13STATE** provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by **SBC-13STATE** on a nondiscriminatory basis and CLEC will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using **SBC-13STATE** provided UNEs is converted to a different CLEC's service which also uses any **SBC-13STATE** provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by **SBC-13STATE** and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.
- 2.9.7 CLEC shall connect equipment and facilities that are compatible with the **SBC-13STATE** Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.
- 2.9.8 Unbundled Network Elements may always be connected or combined with **SBC-13STATE** Collocation services, whether such service is tariffed or otherwise, where Collocation is available.
- 2.9.9 Other than to Tariffed Collocation, Unbundled Network Elements may not be combined with any **SBC-13STATE** exchange access services, whether tariffed or not, except as set forth in Section 2.9.10.
- 2.9.10 As ordered by the Michigan PSC in Docket No. U-12460, CLEC may connect or combine **AM-MI**-provided Unbundled Network Elements with **AM-MI** tariffed services not currently combined in the **AM-MI** network, as long as such combinations are not inconsistent with the FCC's requirements with respect to the co-mingling of loops or loop-transport combinations with tariffed special access services.
- 2.9.11 As ordered by the Texas PUC in Docket No. 22441, CLEC may negotiate with **SWBT-TX** for connecting to or combining Unbundled Network Elements with **SWBT-TX** tariffed services not currently combined in its network on a case-by-case basis, as long as such combinations are not inconsistent with the FCC's requirements with respect to the co-mingling of loops or loop-transport combinations with tariffed special access services. Such requests for negotiation shall be handled by the Bona Fide Request process in Section 5.0.

2.9.12 The Parties continue to disagree as to whether and to what extent Unbundled Network Elements may be combined with **SBC-13STATE** tariffed services for states other than California, Texas, Illinois, and Michigan. By entering into this Agreement, neither Party waives its right to advocate its view with respect to this issue.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with **SBC-13STATE** Technical Publications or other written descriptions, if any, as changed from time to time by **SBC-13STATE** at its sole discretion.

2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.

2.10.3 **SBC-13STATE** may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and one day after the conversion date, consistent with the suspension **SBC-13STATE** places on itself for orders from its customers. **SBC-13STATE** shall provide CLEC with reasonable advanced written notice of such Central Office switch conversions.

2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of **SBC-13STATE**, minimum network protection criteria, or operating or maintenance characteristics of the facilities.

3. ACCESS TO UNE CONNECTION METHODS

3.1 In those cases where CLEC seeks to combine UNEs, this Section describes the connection methods under which **SBC-13STATE** agrees to provide CLECs with access on an unbundled basis to loops, switch ports, and dedicated transport and the conditions under which **SBC-13STATE** makes these methods available for the purpose of combining such UNEs. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which the CLEC may then combine. The methods listed below

provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

- 3.1.1 Subject to availability of space and equipment, as determined on a nondiscriminatory basis, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested **SBC-13STATE** Central Office.

3.1.1.1 (Method 1)

SBC-13STATE will extend **SBC-13STATE** UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated, in a caged, cageless or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

SBC-13STATE will extend **SBC-13STATE** UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

3.1.1.3 (Method 3)

SBC-13STATE will extend **SBC-13STATE** UNEs to the CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property.

- 3.2 The following terms and conditions apply to all methods when **SBC-13STATE** provides access pursuant to Sections 3.1.1.1 through 3.1.1.3:

- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, **SBC-13STATE** will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
- 3.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both

Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of **SBC-13STATE** Central Office space and equipment.

- 3.2.3 The CLEC may cancel the request at any time, but will pay **SBC-13STATE**'s reasonable and demonstrable costs for modifying **SBC-13STATE**'s Central Office up to the date of cancellation.
- 3.2.4 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
- 3.2.5 CLEC shall refer trouble sectionalized in the **SBC-13STATE** UNE to **SBC-13STATE**.
- 3.2.6 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.
- 3.2.7 CLEC shall provide all tools and materials required where CLEC is to place and remove the cross connects necessary to combine and disconnect UNEs that CLEC has combined.
- 3.2.8 All tools, procedures, and equipment used by CLEC to connect to **SBC-13STATE**'s network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.
- 3.2.9 CLEC shall be responsible for CLEC's personnel observing **SBC-13STATE**'s site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If **SBC-13STATE** for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on **SBC-13STATE**'s premises, CLEC shall immediately comply with such request. Such person shall leave **SBC-13STATE**'s premises promptly, and CLEC shall not furnish such person again to perform work on **SBC-13STATE**'s premises without **SBC-13STATE**'s consent.
- 3.2.10 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.10 have been satisfied for each employee requiring access to **SBC-13STATE** premises and/or facilities. **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees and/or designated

representative with such identification.

- 3.2.11 CLEC shall designate each network element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.
- 3.2.12 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.
- 3.2.13 The CLEC shall provide its own administrative Telecommunication Service at each facility which it may provision from the retail affiliate of SBC-13STATE and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.
- 3.2.14 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.14.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).
- 3.2.14.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.
- 3.2.14.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

4.[?] **ADJACENT LOCATION**

- 4.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions in which **PACIFIC** offers the Adjacent Location Method.
- 4.2 The Adjacent Location Method allows a CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method **PACIFIC** UNEs will be extended to the adjacent location, via copper cabling provided by the CLEC, which the CLEC can then utilize to provide Telecommunications Service.
- 4.3 This method requires the CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. The CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).
- 4.4 The CLEC will obtain all necessary rights of way, easements, and other third party permissions.
- 4.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:
- 4.5.1 The CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.
- 4.6 The installation interval applies on an individual application basis. The CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.
- 4.7 The CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.
- 4.8 The CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.
- 4.9 The CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

[?] Section 4.0 is available only in the state of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 4.10 The CLEC's employees, agents and contractors will be permitted to have access to the CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). The CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If the CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.
- 4.11 In order for **PACIFIC** to identify the entrance manhole for the CLEC, the CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, the CLEC will pay for the construction on an Outside Plant Custom Work Order.
- 4.12 The CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.
- 4.13 The CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in the CLEC's facility.
- 4.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of the CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.
- 4.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, the CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.
- 4.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

5. BONA FIDE REQUEST

- 5.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted by Level 3 in the **SBC-SWBT**, **SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted by Level 3 in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted by Level 3 in the **PACIFIC** Territory. If CLEC submits the same Request in more than one Territory that requires such Request

to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix BFR, a “Business Day” means Monday through Friday, excluding Holidays observed by SBC-13STATE. Whenever SBC13STATE has provided or offered a telecommunications service or UNE to itself, an affiliate or other carrier, SBC-13STATE shall offer that telecommunications service and/or UNE to Level 3 on a nondiscriminatory basis.

5.2 ITEM I

SBC-SWBT, SBC-AMERITECH, NEVADA

Bona Fide Request Process

- 5.2.1 A Bona Fide Request (“BFR”) is the process by which CLEC may request SBC-SWBT, SBC-AMERITECH, NEVADA to provide CLEC access to an additional or new, undefined UNE, (a “Request”), that is required to be provided by SBC-SWBT, SBC-AMERITECH, NEVADA under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.
- 5.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 5.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook, if one of the Parties is SBC-SWBT, NEVADA, SNET and (ii) TCNet.ameritech.com, if one of the Parties is SBC-AMERITECH. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.
- 5.2.4 CLEC is responsible for all costs incurred by SBC-SWBT, SBC-AMERITECH, NEVADA to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate SBC-SWBT, SBC-AMERITECH, NEVADA for its costs incurred to complete the Preliminary Analysis of the BFR:
- 5.2.4.1 Include with its BFR Application Form a \$2,000 deposit to cover SBC-SWBT, SBC-AMERITECH, NEVADA’s preliminary evaluation costs, in which case SBC-SWBT, SBC-AMERITECH,

NEVADA may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

- 5.2.4.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).
- 5.2.5 If CLEC submits a \$ 2,000 deposit with its BFR, and **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.
- 5.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 5.2.7 **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 5.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will provide to CLEC a preliminary analysis of such Request (the “Preliminary Analysis”). The Preliminary Analysis will (i) indicate that **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-SWBT**, **SBC-AMERITECH**, **NEVADA** will not

offer the Request. If **SBC-SWBT, SBC-AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.

- 5.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, NEVADA** to develop the Request and prepare a “BFR Quote”. The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC’s written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30) calendar days of CLEC’s receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.
- 5.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to CLEC a BFR Quote.
- 5.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If **SBC-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

5.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

5.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

5.3^{??} **Item II**
SNET Bona Fide Request Process

5.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to SNET, with the following exceptions:

5.3.2 Section 5.2.1 is amended to add the following: A CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

5.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, the CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

5.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

5.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

5.3.2.4 If the request is covered by one of the conditions listed above, SNET will make these items generally available.

5.3.3 Section 5.2.4 and 5.2.5 are amended as follows: No charges apply for SNET to prepare the Preliminary Analysis.

^{??} Section 5.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 5.3.4 Section 5.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).
- 5.3.5 Section 5.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix BFR begin once **SNET** has received a complete and accurate BFR Application Form.
- 5.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.
- 5.3.7 For **SNET**, under the DRP, either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute.

5.4[?] **Item III**
Pacific Bona Fide Request Process

- 5.4.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

[?] Section 5.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

- 5.4.2 Section 5.2.1 is amended as follows: A Bona Fide Request (“**BFR**”) is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a “Request”), that is required to be provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC’s request.
- 5.4.3 Section 5.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.
- 5.4.4 Section 5.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, [SBC ILEC] will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a “yes” response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier “yes” response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).
- 5.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.
- 5.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

6. NETWORK INTERFACE DEVICE

- 6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**’s distribution loop facilities, such as a cross connect device used for that purpose.

Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

- 6.2 **SBC-12STATE** will permit CLEC to connect its local loop facilities to End Users' premises wiring through **SBC-12STATE**'s NID, or at any other technically feasible point.
- 6.3 CLEC may connect to the End User's premises wiring through the **SBC-12STATE** NID, as is, or at any other technically feasible point. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix Pricing. **SBC-12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.
- 6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will connect directly with the End User's premises wire, or may connect with the End User's premises wire via **SBC-12STATE**'s NID where necessary.
- 6.5 The **SBC-12STATE** NIDs that CLEC uses under this Appendix will be existing NIDs installed by **SBC-12STATE** to serve its End Users.
- 6.6 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

7. **LOCAL LOOP**

- 7.1 Pursuant to applicable FCC rules, a "Local Loop" or "Loop" unbundled network element is a dedicated transmission facility between a distribution frame (or its equivalent) in a **SBC-13STATE** Central Office and the loop demarcation point at an End User premises. Where applicable, the Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by **SBC13-STATE**. The Local Loop network element includes all features, functions and capabilities of the

transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop network element includes, but is not limited to DS1, DS3, OC-n and other high capacity loops, to the extent required by applicable law, and where such Loops are deployed in **SBC-13STATE** wire centers. **AM-IL** shall provide notice on its website of the availability of higher capacity Local Loop offerings, including but not limited to OC-192, within sixty (60) days of deploying such higher capacity Local Loops in its network, unless **AM-IL** has tariffed the higher capacity Local Loop offering within sixty (60) days of deploying such Local Loops in its network. CLEC agrees to operate each loop type within the technical descriptions and parameters accepted within the industry. **AM-MI** shall provide advanced notice on its website of the availability of higher capacity Local Loop offerings.

- 7.2 The following types of Local Loop unbundled network elements will be provided at the rates, terms, and conditions set out in this Appendix **SBC-12STATE** or by tariff **(SNET)** and in the state specific Appendix Pricing **(SBC-12STATE)** or by tariff **(SNET)**:

7.2.1 2-Wire Analog Loop

7.2.1.1 A 2-Wire analog Loop is a transmission facility which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.2.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **SBC-12STATE** will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

7.2.2 4-Wire Analog Loop

7.2.2.1 A 4-Wire analog Loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog Loop provides separate transmit and receive paths.

7.2.3 2-Wire Digital Loop

7.2.3.1 A 2-Wire 160 Kbps digital Loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital Loop 160 Kbps supports usable bandwidth up to 160 Kbps.

7.2.4 4-Wire Digital Loop

7.2.4.1 A 4-Wire 1.544 Mbps digital Loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital Loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

7.2.5 DS3 Digital Loop

7.2.5.1 The DS3 Loop provides a digital, 45 Mbps transmission facility from the **SBC-13STATE** Central Office to the end user premises.

7.3 Unbundled DS1 and DS3 Loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (FCC 99-370), and in accordance with the Supplemental Order Clarification released by the FCC on June 2, 2000, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, (FCC 00-183), including but not limited to the requirement that significant local exchange traffic, in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order.

8. SUB-LOOP ELEMENTS

8.1 **SBC-12STATE** will provide sub-loop elements as unbundled network elements as set forth in this Appendix. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff.

8.1.1 A sub-loop unbundled network element is any existing portion of the Local Loop that is technically feasible to access at accessible terminals. An accessible terminal is any point on the Local Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within including, but not limited to, any technically feasible point near the customer premises, such as the pole or pedestal, the NID, or the minimum point

of entry (MPOE) to the customer premises, the feeder distribution interface (FDI), where the trunk line, or “feeder” leading back to the central office and the “distribution” plant branching out to the subscribers meet, the Main Distributing Frame (MDF), the Remote Terminal (RT), the Serving Area Interface (SAI), and Terminal (underground or aerial).

8.1.2 CLEC may request access to the following sub-loop segments and other segments to the extent technically feasible:

FROM:

1. Main Distributing Frame
2. Main Distributing Frame
3. Main Distributing Frame
4. Remote Terminal
5. Remote Terminal
6. Remote Terminal
7. Serving Area Interface or
Feeder Distribution Interface
8. Serving Area Interface or
Feeder Distribution Interface
9. Terminal
10. NID
11. *SPOI (Single Point of Interface)

TO:

- Remote Terminal
- Serving Area Interface or
Feeder Distribution Interface
- Terminal
- Serving Area Interface or
Feeder Distribution Interface
- Terminal
- Network Interface Device
- Terminal
- Network Interface Device
- Network Interface Device
- Stand Alone
- Stand Alone

*Provided using the BFR Process. In addition, if a CLEC requests an Interconnection Point which has not been identified, the CLEC will need to submit a BFR.

- 8.2 The space available for collocating and interconnecting at various sub-loop access points will vary depending on the existing plant at a particular location. Prior to ordering sub-loop facilities, CLEC will establish Collocation and/or the sub-loop interconnection arrangement(s) necessary to interconnect to the **SBC-12STATE** sub-loop network. When CLEC submits a request to provide information on sub-loop(s) availability, appropriate TELRIC rates for the engineering and other associated costs performed will be charged as set forth in Appendix Pricing. Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific sub-loop circuit(s). The assignment of sub-loop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice

in assigning and administering sub-loop facilities. Sub-loop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a “first come first serve” basis, and on a nondiscriminatory basis within the same timeframe and manner as SBC provides to itself for similar facilities. Sub-loop inquiries do not serve to reserve sub-loop(s).

- 8.3 Several options exist for Collocation or sub-loop interconnection arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. Each situation will be analyzed on a case-by-case basis. Should additional rights of way be required to accommodate CLEC’s access to sub-loop request, CLEC will be responsible for obtaining such rights of way prior to submitting the ASR. Also, prior to submitting the ASR the CLEC will enter into the “Collocation” and “Poles, Conduit, and Row” appendices in the Agreement or an equivalent stand-alone agreement to provide the guidelines for both CLEC and ILEC to successfully implement sub-loops, unless the CLEC chooses to obtain collocation through the appropriate SBC tariff.
- 8.4 Except to the extent required by applicable law, sub-loops are provided “as is” unless CLEC requests loop conditioning on Xdsl Sub-loops for the purpose of offering advanced services. Xdsl sub-loop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.
- 8.5 Except as otherwise required by applicable law, Sub-loops are not available for combination by **SBC-12STATE** with any Unbundled Network Elements or service.
- 8.6 The Parties acknowledge that by separating feeder plant from distribution plant, the ability to perform mechanized testing and monitoring of the sub-loop from the **SBC-12STATE** switch will be lost.
- 8.7 Access to sub-loop will include all **SBC-12STATE** Local Loops, including but not limited to, two-wire and four-wire analog voice-grade sub-loops, two-wire and four-wire DSL sub-loops, two-wire digital (ISDN) sub-loops, four-wire DS1 sub-loops, and DS3 sub-loops. Each of the listed sub-loops will be similar to the related existing unbundled loop product offering. Access to the sub-loop unbundled network elements will be provided at TELRIC based prices. Said prices will be provided by **SBC-12STATE** in writing to CLEC as soon as possible, but in any event by May 17, 2000, or within 30 days after approval of this Agreement, whichever is later. CLEC will advise **SBC 12STATE** within 10 days of receipt whether prices are acceptable. If some or all rates are acceptable to CLEC, the Parties will immediately amend the Pricing Appendix to reflect such prices as are acceptable. The Parties will meet within 30 days of receipt of the prices by CLEC to negotiate regarding any price that is unacceptable to CLEC. If the Parties are unable to reach agreement on all prices within 30 days of the beginning

of negotiations on the prices, either Party may file with the Public Utility Commission requesting a determination of the appropriate TELRIC based pricing. Any determination by the Public Utility Commission on the appropriate price will be applied retroactively and subject to true-up.

- 8.8 Unbundled DS1 and DS3 sub-loops may not be employed in combination with transport facilities to replace special access services or facilities, except consistently with the requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370), and in accordance with the Supplemental Order Clarification released by the FCC on June 2, 2000, In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98, (FCC 00-183), including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order.
- 8.9 Best Practices. Once one state has determined that it is technically feasible to unbundle Subloops at a designated point, an **SBC-13 STATE** shall have the burden in any state in which it is an ILEC of demonstrating to the State Commission that it is not technically feasible, or that sufficient space is not available to unbundle its own Loops at such a point.
- 8.10 Single Point of Interconnection. **SBC-13 STATE** shall provide a Single Point of Interconnection at multi-unit premises that is suitable for use by multiple carriers.

9. LOCAL SWITCHING

- 9.1 The Unbundled Local Switching (ULS) capability is defined as:
- 9.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;
 - 9.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and
 - 9.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:
 - 9.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic

capabilities made available to ILEC customers, such as a telephone number, white page listing, and dial tone;

9.1.3.2 access to OS/DA and 9-1-1; and

9.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex.

9.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

9.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic. Specific terms and conditions relating to Unbundled Local Switching - Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

9.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

9.2.3 ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

9.2.4 Upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) required by the UNE Remand Order, the EEL will be available to the CLEC in the Exception

Territory at forward looking, cost-based prices as specified in Appendix Pricing. **SBC-13STATE** may only exercise its rights to discontinue or market-price Unbundled Local Switching under this Section for CLEC customer accounts involving four or more lines.

9.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, the CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to the CLEC through pre-ordering process.

9.2.4.2 Nothing in this Section 8.2.4 shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

9.3 Customized Routing

9.3.1 Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.

9.4 Unbundled Local Switching Usage Sensitive Rate Element

9.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

9.5 Switch Ports

9.5.1 In **SBC-7STATE**, a Switch Port is a termination point in the end office switch. The charges for Switch Ports are reflected in state specific Appendix Pricing.

9.5.1.1 Line Switch Ports – **SBC-7STATE**

9.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications.

9.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When a CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

9.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

9.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps “B” (bearer) channels for circuit switched voice and/or data and on 16 kbps “D” (delta) channel for signaling.

9.5.1.2 Trunk Side Switch Ports – **SBC-7STATE**

9.5.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

9.5.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port - is a trunk side switch connection that provides twenty-three 64 kbps “B” channels for digital voice and data and one 64 kbps “D” channel.

9.5.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

9.5.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

9.5.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

9.6 Shared Transport

9.6.1 Shared Transport is an interoffice transmission path between two **SBC-13STATE** switches. Shared Transport permits the CLEC to access the interoffice network of **SBC-13STATE** for the origination and completion of calls to and from unbundled local switch ports or to other third party switches.

The charges for Shared Transport are reflected in Appendix Pricing **SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. For specific terms and conditions and pricing for ULS-IST (**SBC-AMERITECH**), refer to the Merger Conditions Appendix.

9.7 Tandem Switching

9.7.1 Tandem Switching is defined as:

9.7.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

9.7.1.2 the basic switching function of connecting trunks to trunks; and

9.7.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

9.7.2 The charges for Tandem Switching are reflected in Appendix Pricing **SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

10. INTEROFFICE TRANSPORT

10.1 The **SBC-13STATE** Interoffice Transport (IOT) network element is defined as in the FCC Local Competition First Report and Order (para. 440) and upheld in the UNE Remand FCC 99-238 (para. 322). IOT will be provided only where such facilities exist at the time of CLEC request. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Access Service Tariff.

10.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

10.3 Unbundled Dedicated Transport

10.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and are technically feasible) between locations that are defined in the FCC Local Competition First Report and Order (para. 40) and upheld in

the UNE Remand FCC 99-238 (para. 322). Additionally, **SWBT-TX** and **AM-MI** shall provide the UDT network element between Level 3 designated locations including Wire Centers and switches owned by Level 3, or **SWBT-TX**, or **AM-MI**, or a third-party carrier acting on behalf of Level 3.

10.3.2 **SBC-13STATE** will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps). **SBC-13STATE** will provide higher speeds to CLEC as they are deployed in the **SBC-13STATE** network.

10.3.2.1 Examples of possible Dedicated Transport application locations provided by **SWBT-TX** include, but are not limited to: (1) Transport between a Level 3 switch or central office and a Level 3 collocation arrangement at a **SWBT-TX** Central Office; (2) Transport between a Level 3 collocation arrangement at one **SWBT-TX** Central Office and another Level 3 collocation arrangement at another **SWBT-TX** Central Office; and (3) Transport between a Level 3 switch or central office and a third-party carrier's switch or central office acting on behalf of Level 3.

10.3.3 UDT includes the following elements:

10.3.3.1 **Interoffice Transport** – Is a circuit between two **SBC13-STATE** or CLEC Wire Centers or switches.

10.3.3.2 **Entrance Facility** – Is a circuit from **SBC-13STATE** serving Wire Center to Level 3's Wire Centers or Switches, or Level 3 equipment collocated on **SBC-13STATE** premises.

10.3.3.3 **Multiplexing** – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade. Multiplexing is only available when ordered at the same time as UDT entrance facility and/or interoffice transport. Such multiplexing shall include but not be limited to: (1) DS1/DS0 multiplexing; (2) DS3/DS1 multiplexing; (3) OC3/DS3 multiplexing; (4) OC12/OC3 and OC12/DS3 multiplexing (5) OC48/OC12, OC48/OC3, and OC48/DS3 multiplexing; (6) and other higher rates of multiplexing to the extent facilities are available in **SBC-13STATE**'s network.

10.3.3.4 Other Optional features are outlined in Appendix Pricing.

10.4 Diversity

- 10.4.1 When requested by CLEC, and only where such interoffice facilities exist at the time of CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 10.4.2 As ordered by the Illinois Commerce Commission in Docket 00-0332, **AM-IL** shall provide the physical diversity between intra-office and inter-office transmission paths, when technically feasible, at rates that are based on state-approved TELRIC cost methodologies, for those components of the diverse transmission path that are comprised of UNEs. Any other non-UNE components, such as additional required equipment, should be priced at rates negotiated between the parties under the Bona Fide Request process outlined in section 5.0.
- 10.4.3 All other **SBC-13STATE** companies shall offer the Physical diversity between intra-office and inter-office transmission paths when technically and economically feasible. As ordered by the Illinois Commerce Commission in Docket No. 00-0332, by the Michigan Public Service Commission in Docket No. U-12460, and the Texas Public Utilities Commission in Docket No. 22441, existing Physical diversity is included in the price of unbundled dedicated transport as set forth in Appendix Pricing. Physical diversity shall be requested by CLEC under the Bona Fide Request process outlined in section 5.0, and shall be subject to additional charges above the state-approved TELRIC cost methodologies except as set forth in the foregoing sentence. When additional costs are incurred by **SBC-13STATE** other than as set forth for existing diversity provided by **AM-IL**, **AM-MI**, and **SWBT-TX** in this paragraph, **SBC-13STATE** shall advise CLEC of the applicable additional charges for CLEC specific diversity. The **SBC-13STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

10.5 Digital Cross-Connect System (DCS)

- 10.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

10.6 Network Reconfiguration Service (NRS)

10.6.1 **SBC-12STATE** will offer reconfiguration service as part of the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by the CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

10.7 **PACIFIC**

10.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

10.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in the CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the same CLEC from the neighboring ILEC. It is the responsibility of the CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1, DS3 and optical transmission speeds and only where facilities exist and are available at the time of CLEC's order.

10.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

10.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

10.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix

Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

10.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

11. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

11.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. (47 CFR § 51.319(g)). Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

12. SIGNALING NETWORKS AND CALL-RELATED DATABASES

12.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

13. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

13.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

14. CROSS CONNECTS

14.1 The cross connect is the electrical and/or optical media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting the CLEC to connect the **SBC-7STATE** UNE to other UNEs or

to the CLECs own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the electrical and/or optical media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

14.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 13.3, 13.4 and 13.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SNET** refer to the applicable state tariff.

14.3 The applicable Loop cross connects to the Level 3 Collocation arrangement or point of access for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

14.3.1 2-Wire Analog Loop to UNE Connection Methods point of access

14.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access

14.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access

14.3.4 4-Wire Digital Loop to UNE Connection Methods point of access

14.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

14.4.1 DS-1 to UNE Connection Methods point of access

14.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

14.5.1 Analog Line Port to UNE Connection Methods point of access

14.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

14.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access

- 14.5.4 Analog DID Trunk Port to UNE Connection Methods point of access
- 14.5.5 DS-1 Trunk Port to UNE Connection Methods point of access
- 14.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC** **SWBT** and **NEVADA** Loop UNE to a CLEC's Collocated facilities are as follows:
 - 14.6.1 2-Wire Analog Loop to Collocation
 - 14.6.2 2-Wire Analog Loop to Collocation (without testing)
 - 14.6.3 4-Wire Analog Loop to Collocation
 - 14.6.4 4-Wire Analog Loop to Collocation (without testing)
 - 14.6.5 2-Wire Digital Loop to Collocation
 - 14.6.6 2-Wire Digital Loop to Collocation (without testing)
 - 14.6.7 4-Wire Digital Loop to Collocation
 - 14.6.8 4-Wire Digital loop to Collocation (without testing)
 - 14.6.9 DSL Shielded Cross Connect to Collocation
 - 14.6.10 2-Wire DSL non-shielded cross connect to Collocation
 - 14.6.11 4-Wire DSL non-shielded cross connect to Collocation
 - 14.6.12 2-Wire Analog Loop to Collo/Mux (different C.O.)
 - 14.6.13 2-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
 - 14.6.14 4-Wire Analog Loop to Collo/Mux (different C.O.)
 - 14.6.15 4-Wire Analog Loop to Collo/Mux (without testing) (different C.O.)
 - 14.6.16 2-Wire Digital Loop to Collo/Mux (different C.O.)

14.6.17 2-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

14.6.18 4-Wire Digital Loop to Collo/Mux (different C.O.)

14.6.19 4-Wire Digital Loop to Collo/Mux (without testing) (different C.O.)

14.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to a CLEC's Collocated facilities are as follows:

14.7.1 DS-1 to Collocation

14.7.2 DS-3 Collocation

14.7.3 OC-3 to Collocation

14.7.4 OC-12 to Collocation

14.7.5 OC-48 to Collocation

14.8 The applicable Port cross connects for the purpose of CLEC connecting a **SBC-SWBT** and Port UNE to a CLEC's Collocated facilities are as follows:

14.8.1 Analog Line Port to Collocation

14.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

14.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

14.8.4 Analog DID Trunk Port to Collocation

14.8.5 DS-1 Trunk Port to Collocation

14.9 The applicable cross connects for the purpose of a CLEC connecting a **PACIFIC** Loop, UDT or Port UNE to a CLECs Collocated facility are as follows:

14.9.1 Voice Grade/ISDN EISCC

14.9.2 DS-0 EISCC

14.9.3 DS-1 EISCC

14.9.4 DS-3 EISCC

14.9.5 DSL Shielded Cross Connect to Collocation

14.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs are as follows:

14.10.1 2-wire

14.10.2 4-wire

14.10.3 6-wire

14.10.4 8-wire

14.10.5 DS-1

14.10.6 DS-3

14.10.7 OC-3

14.10.8 OC-12

14.10.9 OC-48

14.10.10 LT1

14.10.11 LT3

14.11[?] The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Loop with a CLECs own facilities for are as follows:

14.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

14.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

14.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

14.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

14.11.5 DSL shielded Cross Connect to Adjacent Location point of access

14.12[?] The applicable Unbundled Dedicated transport cross connects to the Adjacent Location Method of accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Unbundled Dedicated Transport with a CLECs own facilities as follows:

14.12.1 DS-1 to the Adjacent Location Method point of access

[?] Sections 13.9 through 13.12 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

14.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of a CLEC combining a **PACIFIC** Port with a CLECs own facilities point of access are as follows:

14.13.1 Analog Line Port to Adjacent Location Method to point of access

14.13.2 ISDN BRI Port to Adjacent Location Method to point of access

14.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

14.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

14.14.1 2 -Wire Analog Loop to Analog line Port

14.14.2 2 -Wire Digital Loop to ISDN BRI Port

14.15 Maintenance of Elements

14.15.1 If trouble occurs with unbundled network elements provided by **SBC-13STATE**, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in **SBC-13STATE**'s equipment and/or facilities, CLEC will issue a trouble report to **SBC-13STATE**.

14.15.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and **SBC-13STATE** dispatches personnel to the End User's premises or a **SBC-13STATE** Central Office and trouble was not caused by **SBC-13STATE**'s facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

14.15.3 CLEC shall pay Time and Material charges when **SBC-13STATE** dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than **SBC-13STATE** or in detariffed CPE provided by **SBC-13STATE**, unless covered under a separate maintenance agreement.

- 14.15.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 14.15.5 If CLEC issues a trouble report allowing **SBC-13STATE** access to the End User's premises and **SBC-13STATE** personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that **SBC-13STATE** personnel are dispatched. Subsequently, if **SBC-13STATE** personnel are allowed access to the premises, these charges will still apply.
- 14.15.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of **SBC-13STATE** performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of **SBC-13STATE** performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of **SBC-13STATE** performed other than on a normally scheduled workday.
- 14.15.7 If CLEC requests or approves a **SBC-13STATE** technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

15. RECONFIGURATION

- 15.1 **SBC-13STATE** will reconfigure existing qualifying special access services to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370), and in accordance with the Supplemental Order Clarification released by the FCC on June 2, 2000, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98, (FCC 00-183).

- 15.2 **SBC-12STATE** will provide to Level 3 Enhanced Extended Loops that are currently combined in **SBC-12STATE**'S network to the extent permitted by applicable federal and state law where Level 3 is a provider of local services to the end user served by that existing combination of Network Elements. All charges for UNE Loop and Transport will apply as stated in Appendix Pricing. Additionally, **PACIFIC** shall make available the Extended Link (a form of EEL) to Level 3 to the extent required in California Public Utilities Commission Decision D.98-12-069. As ordered by the Michigan PSC in Docket No. U-12460 and consistent with U-11831, the only non-recurring charge that may be assessed by **AM-MI** for conversion of special access circuits to EELs is the non-recurring charge for one individual Unbundled Network Element in the combination. As ordered by the Michigan PSC in Docket No. U-12460, no termination penalties are appropriate for conversion of special access circuits to EELs.

16. RESERVATION OF RIGHTS

- 16.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any final proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, then upon written request of either Party, the Parties will enter into good faith negotiations to amend the Agreement to the extent required to effectuate the order. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the

provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

17. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

17.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

18. DARK FIBER

18.1 Dark fiber is deployed, unlit fiber optic cable that connects two points within the incumbent LEC's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

18.1.1 Dark Fiber is fiber that is spliced in all segments from end to end and would provide continuity or "light" end to end. CLEC may only subscribe to dark fiber that is considered "spare," as defined in Sections 17.4.1 and 17.5.1, below.

18.2 Interoffice Dark Fiber

18.2.1 **SBC-13STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC-13STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC-13STATE** will offer its dark fiber to CLEC when CLEC has collocation space in each **SBC-13STATE** CO where the fibers terminate.

18.3. Loop Fiber

18.3.1 **SBC-13STATE** will provide loop dark fiber as an unbundled network element. Loop dark fiber is a segment between a serving **SBC-13STATE** central office and an end user customer premise.

18.3.2 **SBC-13STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

18.3.2.1 the serving **SBC-13STATE** central office and a remote terminal/CEV/Hut; or

18.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

18.3.3 At (CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One (Section 3.1.1.1, above).

18.3.4 At remote terminals, CEVs and Huts, CLEC access to the dark fiber will be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

18.4 Spare Fiber Inventory Availability and Condition

18.4.1 All available spare dark fiber will be provided as is. No conditioning will be offered. Spare dark fiber is fiber that is spliced in all segments, point to point but not assigned, and spare dark fiber does not include maintenance spares, fibers set aside and documented for SBC-13STATE's forecasted growth, defective fibers, or fibers subscribed to by other carriers. CLEC will not request any more than the greater of (i) twenty five (25) percent of the available dark fiber contained in the requested segment; and (ii) two fibers in that segment.

18.5 Determining Spare Fibers:

18.5.1 SBC-13STATE will inventory and track spare dark fibers. Spare fibers do not include the following:

1. Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:
 - ?? Cables with 24 fibers and less: two maintenance spare fibers
 - ?? Cables with 36 and 48 fibers: four maintenance spare fibers
 - ?? Cables with 72 and 96 fibers: eight maintenance spare fibers
 - ?? Cables with 144 fibers: twelve maintenance spare fibers
 - ?? Cables with 216 fibers: 18 maintenance spares
 - ?? Cables with 288 fibers: 24 maintenance spares
 - ?? Cables with 432 fibers: 36 maintenance spares
 - ?? Cables with 864 fibers: 72 maintenance spares.
2. Defective fibers: are fibers and associated splices and terminations in an existing terminated fiber optic cable that have been determined to have transmission impairments that make them unusable by the ILEC or CLEC in their current condition without performing maintenance or repair activity.
3. SBC-13STATE growth fibers. Fibers documented as reserved by SBC-13STATE for utilization for growth within the 12 month-period following the carrier's request.

18.5.2 The appropriate SBC-13STATE engineering organization will maintain records on each fiber optic cable for which CLECs request dark fiber.

18.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to CLEC for use under this Agreement.

18.6 Quantities and Time Frames for ordering Dark Fiber:

18.6.1 The minimum number of fiber strands that CLEC can order is two, and fiber strands must be ordered in multiples of two. The maximum number of fiber strands that CLEC can order is the greater of (i) 25% of the spare facilities in the requested segment; and (ii) two (2) fibers in the requested segment. (See definition of spare facilities set forth in Sections 17.4.1 and 17.5.1 above.)

18.6.2 If CLEC wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing CLEC's specific point to point (A to Z) dark fiber requirements. When CLEC submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in Attachment 8 (Pricing). If spare dark fiber

is available, as determined under this Agreement, **SBC-13STATE** will notify CLEC and CLEC may place an Access Service Request (ASR) for the dark fiber. **SBC-13STATE** will respond to a dark fiber facilities inquiry from CLEC as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

- 18.6.3 Dark fiber will be assigned to CLEC only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When CLEC submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth in Appendix (Pricing).

18.7 Right of Revocation of Access to Dark Fiber

- 18.7.1 Should CLEC not utilize the fiber strands subscribed to within the 12 month period following the date **SBC-13STATE** provided the fibers, **SBC-13STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-13STATE** inventory.

- 18.7.2 **SBC-13STATE** may revoke CLEC's right to use the dark fiber, whether or not being utilized by CLEC upon twelve (12) months' written notice to CLEC. To exercise this right of revocation, **SBC-13STATE** must demonstrate to CLEC that the dark fiber will be needed to meet **SBC-13STATE**'s bandwidth requirements within the 12 months following the revocation.

18.8 Access Methods specific to Dark Fiber

- 18.8.1 The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-13STATE approved splitter shelf. This arrangement allows for non-intrusive testing.

18.9 Installation and Maintenance for Dark Fiber

SBC-13STATE will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

